

Dated 3rd April - 1911.

21plemc87

MRS ANN CLOUDSDALE

to

MISS C. MASON.

LEASE

of "FAIRFIELD" Rydal Road,

Ambleside.

Term.- SIX YEARS.

Rent.- £45.

W.H.Heelis & Son,
Hawkshead &
Ambleside.

✓
107



This Indenture

made the 11th day
of April One

thousand nine hundred and

eleven BETWEEN ANN CLOUDSDALE the wife of Thomas Cloudsdale of Rydal Road Ambleside in the County of Westmorland Tailor (which said Ann Cloudsdale her heirs and assigns are hereinafter generally designated "the lessor") of the one part and CHARLOTTE MASON of the House of Education at Ambleside aforesaid Spinster (which said Charlotte ^{herein} Mason her executors administrators and assigns are hereinafter generally designated "the lessee") of the other part WITNESSETH that in consideration of the rent hereinafter reserved and of the lessee's covenants hereinafter contained the lessor hereby demises unto the lessee ALL that messuage or dwellinghouse commonly called or known by the name of "FAIRFIELD" situate in Rydal Road Ambleside aforesaid with the garden and appurtenances thereto belonging or enjoyed therewith as the same are now in the occupation of the lessor TO HOLD the said demised premises unto the lessee for the term of SIX YEARS from the Twelfth day of May One thousand nine hundred and eleven YIELDING and PAYING during the said term the yearly rent of FORTY FIVE POUNDS by equal half yearly payments on the eleventh day of November and the twelfth day of May in every year the first of such half yearly payments to be due and payable on the eleventh day of November 1911. And the lessee hereby covenants with the lessor in manner following that is to say:-

1. The lessee will pay the rent hereby reserved at the time and in manner aforesaid and will pay and discharge (in addition to the rent) all rates, taxes, duties, assessments and charges whatsoever whether Parliamentary Parochial or of any other description which now are or during the said term shall be imposed or charged on the premises or the lessor or lessee in respect thereof (except the lessor's property tax).
2. The lessee will at all times during the said term keep the outside walls and roofs and the boundary and division walls, rail and fences belonging to the said premises in proper repair and condition and the interior of the said premises in good decorative repair and particularly will keep all the glass in the windows and all shutters, locks, fastenings, bells, doorhandles, fittings and all other

internal fixtures in good order and condition and the same deliver up to the lessor at the expiration or sooner determination of the said term (reasonable wear and tear dry rot and damage by fire storm or tempest only excepted) and also will keep all ashpits, waterclosets, sinks, and slopscones, and all drains, traps, grids, sewers, downspouts and gullies in or about the said premises clean and free from obstruction and properly emptied and cleansed and the same in good order and condition deliver up to the lessor at the end of the said term and also will during the said term when necessary paint the exterior wood and iron work and varnish, paint, paper, whitewash, and colour the internal parts of the said premises which have hitherto been varnished, painted, papered, whitewashed and coloured Provided nevertheless that the covenant hereinbefore contained for the repair of the said premises shall not render it incumbent upon the lessee to keep or deliver up the said premises or any part thereof in a better state of repair or condition than the same are at present.

3. The lessee will keep the garden and walks in good order and condition and the walks properly gravelled and the trees and ornamental shrubs properly pruned and will renew any trees or shrubs which may perish or decay and will at the expiration or sooner determination of the said term deliver up the said garden and pleasure grounds in good order and condition.
4. The lessee will not at any time during the said term carry on or permit to be carried on any trade business or profession upon the said premises other than that in which she is at present engaged or permit the same to be occupied or used in any other manner than as a private dwellinghouse or a school for girls.
5. The lessee will not at any time assign or underlet the said demised premises or any part thereof (except as a furnished private dwellinghouse for short periods) without the consent in writing of the lessor first had and obtained provided nevertheless that such consent shall not be arbitrarily or vexatiously withheld.
6. The lessee will permit the lessor or her agent with or without workmen twice in every year during the said term at convenient hours in the daytime to enter into or upon the said demised premises and view and examine the state and condition thereof and of all decays defects and wants of reparation as shall then and there be found and which the lessee shall be liable to make good under the covenants hereinbefore contained to give to the lessee notice in writing to

repair and amend the same within three calendar months then next following within which time the lessee will repair and amend the same accordingly PROVIDED ALWAYS and it is hereby declared that if the said yearly rent of \$45 or any part thereof shall be in arrear for the space of 21 days next after any of the days whereon the same ought to be paid as aforesaid whether the same shall or shall not have been legally demanded or if there shall be any breach or non-observance of any of the lessee's covenants hereinbefore contained then and in any of the said cases it shall be lawful for the lessor at any time thereafter into and upon the said demise premises or any part thereof in the name of the whole to reenter and the same to have again repossess and enjoy as in her former estate.

7. The lessee will two months prior to the expiration of the said term allow a board or bill to be placed in some conspicuous place announcing that the premises are to be let or sold as the case may be and will permit the same to be viewed by parties producing cards of introduction from the lessor or her agent during such period of two months as aforesaid. And the lessor hereby covenants with the lessee as follows:- That the lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on her part to be observed and performed shall and may peaceably and quietly possess and enjoy the said premises hereby demise during the said term without any lawful interruption from or by the lessor or any person rightfully claiming from or under her And it is hereby agreed that in case the said dwellinghouse or other premises hereby demise or any part or parts thereof shall be destroyed or rendered uninhabitable by fire during the said term then and so often as the same shall happen (provided the money payable under any policy of insurance effected by the lessor shall not have become irrecoverable through any act or default of the lessee) the rent hereby reserved or a just proportion thereof according to the extent of the injuries sustained shall cease and be suspended during so long a term as the said premises or any part or parts thereof shall remain uninhabitable or unfit for use and if any dispute shall arise between the lessor and the lessee with regard to the amount of abatement to be so made or the period for which the said rent or any part thereof shall be suspended the same shall be referred to Arbitration under the Arbitration Act 1839 ALSO that the lessee shall be at liberty to clear away the old ruined pig-stye at the end of the garden ALSO that the lessor will put the earth closed in the garden into proper order and condition before the commencement of the term IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the said
ANN CLOUDSDALE in the presence of

Ann Cloudsdale
Wm. H. B. Beecham, Solicitors, Parkside.